



MATTAMY HOMES
Agreement of Purchase and Sale

Purchaser(s):
Legal Description:
New Address

Model Type
Elevation
Community

Site Staff

Home Builder
Lot
Home Phone
Work Phone

Current Address

Email:

1. The undersigned _____ (individually or collectively the "Purchaser") hereby agrees to and with **CGY-Mattamy Homes** (the "Vendor") to purchase the lands legally described as Lot __, Block __, Plan ____ in the ____, in the Province of Alberta, (the "Lands") including the Dwelling to be constructed thereon, for the sum of

THE PURCHASE PRICE (the "Purchase Price") (\$000,000.00)

(a) By payment to the Vendor of the following deposits (collectively the "Deposit")

Payable by cheque on or before	Date	(\$0,000.00)
Payable by post-dated cheque on or before	Date	(\$0,000.00)

(b) By payment to the Vendor (or Vendor's Solicitor) on or before the Closing Date by way of a certified cheque or bank draft a further sum of about

Dollars (the "Balance of the Purchase Price") (\$000,000.00) (the "Offer")

TENTATIVE POSSESSION

2. The tentative possession date of the Dwelling will be determined as set out in Schedule 1, Paragraph 12.

ACKNOWLEDGEMENT

3. All Schedule(s) attached to this Agreement being Schedules 1, A, B, C, JIO/HCH, H, J, V, L (If Applicable), O (If Applicable) form a part of this Agreement. The Purchaser acknowledges that they have read and understand this Agreement and all Schedules attached hereto.

CONDITIONS IN FAVOUR OF PURCHASER

4. This Agreement is subject to the following conditions in favour of the Purchaser, each of which expire at 5:00 PM on the 10th day following the date that this Agreement is signed by the Purchaser (the "Purchaser's Condition Date"):
- a. The Purchaser arranging satisfactory financing for the purchase of the Lands (the "Purchaser's Financing Condition"). **If the Purchaser does not provide written notice of non-satisfaction of the Purchaser's Financing Condition to the Vendor, on or before the Purchaser's Condition Date, then the Purchaser's Financing Condition is deemed to have been satisfied.** The Purchaser agrees to provide a copy of a binding commitment from an Approved Lender as set out in Paragraph 3 of Schedule 1. If the Purchaser provides written notice of non-satisfaction of the Purchaser's Financing Condition to the Vendor, on or before the Purchaser's Condition Date, then this Agreement shall become null and void and the Deposit shall be returned to the Purchaser in full without interest.
 - b. The approval of this Agreement by the Purchaser's solicitor (the "Purchaser's Solicitor Review Condition"). **If the Purchaser or the Purchaser's Solicitor does not provide written notice of non-approval of the Purchaser's Solicitor Review Condition to the Vendor, on or before the Purchaser's Condition Date, then the Purchaser's Solicitor Review Condition is deemed to have been satisfied.** If the Purchaser or the Purchaser's Solicitor provides written notice of non-approval (which notice shall specify the reasons for such non-approval) to the Vendor, or the Vendor's Solicitor, on or before the Purchaser's Condition Date, then this Agreement shall become null and void and the Deposit shall be returned to the Purchaser in full without interest.

The Purchaser acknowledges and agrees that if they do not provide to the Vendor or the Vendor's Solicitor, as the case may be, the written notices contemplated in paragraphs 4(a) and 4(b) above, on or before the Purchaser's Condition Date, then this Agreement shall become unconditional and any Deposit non-refundable.

ACCEPTANCE

5. This Offer shall be irrevocable by the Purchaser until 11:59 p.m. on the __ day of ____, 2020 after which time, if not accepted by the Vendor, this Offer shall be null and void. If accepted by the Vendor, this Agreement created by this accepted Offer shall constitute a binding agreement between the parties and their respective heirs, administrators, executors, successors and permitted assigns.

SIGNED AND DELIVERED this _____ in the presence of

_____ Purchaser A	_____ Witness
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_____ Purchaser B	_____ Witness
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The Vendor hereby accepts the above Offer.

ACCEPTED this _____ day of _____ 20____.

Per: Authorized Signing Officer
CGY-Mattamy Homes